

**From:** [Marroso, David](#)  
**To:** [Robert C. Maysey](#)  
**Cc:** [Jenkins, Brooke D.](#)  
**Subject:** Top Rank, Arum | Objections  
**Date:** Tuesday, April 25, 2017 1:00:47 PM  
**Attachments:** [04\\_25\\_17\\_Arum\\_Objs\\_to\\_Subpoena.pdf](#)  
[04\\_25\\_17\\_Top\\_Rank\\_Objs\\_to\\_Subpoena.pdf](#)

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Rob,

Attached are courtesy copies of objections being served by Top Rank and Mr. Arum.

David

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**O'Melveny**

David Marroso  
[dmarroso@omm.com](mailto:dmarroso@omm.com)  
310-246-8469

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O'Melveny & Myers LLP  
1999 Ave. of the Stars, 8<sup>th</sup> Fl  
Los Angeles, CA 90067

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4 1999 Avenue of the Stars, 8th Floor  
5 Los Angeles, CA 90067-6035  
6 Telephone: (310) 553-6700  
7 Facsimile: (310) 246-6779

8 Attorneys for Non-Party  
9 Robert Arum

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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

Cung Le, Nathan Quarry, Jon Fitch et al.

Case No. 2:15-cv-01045-RFB-PAL

Plaintiffs,

Honorable Richard F. Boulware, II

v.

**NON-PARTY ROBERT ARUM'S  
OBJECTIONS TO PLAINTIFFS'  
SUBPOENA TO TESTIFY AT A  
DEPOSITION**

Zuffa, LLC, d/b/a Ultimate Fighting  
Championship and UFC,

Defendant.

Pursuant to Rules 26, 34, and 45 of the Federal Rules of Civil Procedure, Robert Arum, a Non-party, hereby objects and responds to the Subpoena To Testify At A Deposition (the “Subpoena”) propounded by Plaintiffs, dated January 23, 2017, as follows:

#### PRELIMINARY STATEMENT

Plaintiffs are professional mixed martial arts (“MMA”) fighters who have fought in bouts promoted by Defendant, Zuffa d/b/a Ultimate Fighting Championship (“UFC”). Arum is the founder and CEO of Top Rank, a promoter in the boxing industry, not the MMA industry. Arum nor Top Rank is a party to this action. Top Rank has never promoted an MMA event. Boxing and MMA are two different sports, promoting them is two different businesses, and, importantly for purposes of these objections, they are two completely different markets—according to Plaintiffs themselves. For example, in their Complaint, Plaintiffs assert:

- “Combat sports such as boxing or those that are limited to a single martial art, such as judo, are not adequate substitutes for live Elite Professional MMA.” Consolidated Amended Antitrust Class Action Complaint ¶ 60.
- “Single discipline combat sports, such as boxing and kick-boxing, do not qualify as economic substitutes because they do not enjoy reasonable interchangeability of use and cross-elasticity of demand amongst the consuming audience.” *Id.*
- “Promotion of live Elite Professional MMA events is not reasonably interchangeable with promoting any other sport or entertainment, including boxing and/or kick-boxing. For instance, and on information and belief, raising the prices for live MMA events above competitive levels by a small but significant amount for a substantial period of time would not cause so many consumers to switch to other sporting events or entertainment options that such price inflation would be unprofitable. Moreover, dropping the price for attending or viewing any other sport relative to the price of attending or viewing an MMA event by a small but significant amount for a substantial period of time would not cause so many consumers to switch to the other sport that such relative price difference would be profitable for the non-MMA event.” *Id.* ¶ 62.
- “Athletes who have trained for, and now engage in, sports other than MMA, including professional boxing, and those who engage in a single martial art, such as judo, are not substitutes for Elite Professional MMA Fighters.” *Id.* ¶ 79.
- “[N]o material number of Elite Professional MMA Fighters could successfully transition to boxing sufficient to prevent a monopsonist in the market for Elite Professional MMA Fighter services from artificially suppressing Elite Professional MMA Fighter compensation below competitive levels by even a significant degree for a substantial period of time.” *Id.* ¶ 82.

1           • “Because other sports are not plausible alternatives for Elite Professional MMA  
 2 Fighters, reducing the compensation of Elite Professional MMA Fighters below  
 3 competitive levels by even a significant degree for a substantial period of time will  
 4 not cause sufficient numbers of Elite Professional MMA Fighters to switch to  
 other sports or professions to make the Elite Professional MMA Fighter  
 compensation suppression unprofitable.” *Id.* ¶ 84

5           Despite advancing the position that boxing and MMA are wholly different markets,  
 6 Plaintiffs nevertheless served a subpoena for testimony on Top Rank’s Founder and CEO, Bob  
 7 Arum, as well as sweeping document requests seeking confidential, proprietary financial  
 8 information for over 100 separate boxing events. In an effort to avoid embroiling the court in a  
 9 potentially wasteful dispute, on April 4, 2017, Top Rank offered to provide a set of “sufficient to  
 10 show” documents and Arum offered to provide testimony for three hours in Los Angeles on a  
 11 date convenient for all parties. Plaintiffs rejected this offer with no explanation other than they  
 12 want more.

13           Accordingly, Top Rank asserts objections to the subpoena served on it and Arum asserts  
 14 these objections. These objections are made subject to, and without in any way waiving or  
 15 intending to waive, any future objections as to competency, relevance, materiality, privilege, or  
 16 admissibility. No incidental or implied admissions are intended by these objections. The fact that  
 17 Arum objects to the Subpoena is not intended and shall not be construed as an admission that  
 18 Arum accepts or admits the existence of any facts or legal contentions set forth or assumed by  
 19 said Subpoena, or that any of said objections constitute admissible evidence.

20           Arum makes these objections based solely on information that is presently available and  
 21 specifically known to Arum. Arum expressly reserves the right to amend or supplement these  
 22 objections at any time. Arum also makes these objections without waiving, or intending to waive,  
 23 his right to seek a protective order or file a motion to quash the Subpoena to which these  
 24 objections are addressed.

25           **GENERAL OBJECTIONS**

26           The following general objections and statements apply to the Subpoena issued by  
 27 Plaintiffs:

1       1. Arum objects to the Subpoena to the extent that it purports to impose obligations  
2 or burdens different from, or in excess of, those set forth in the Federal Rules of Civil Procedure  
3 or applicable local rules.

4       2. Arum objects to the Subpoena to the extent that it seeks information that is not  
5 relevant, beyond the scope of permissible discovery, or not reasonably calculated to lead to the  
6 discovery of admissible evidence.

7       3. Arum objects to the Subpoena to the extent that it seeks information that is  
8 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the  
9 common legal interest doctrine, or similar privileges or protections. Arum does not waive, and  
10 hereby asserts and preserves, all such applicable privileges and protections.

11       4. Arum objects to the Subpoena to the extent that it seeks disclosure of information  
12 where such disclosure would violate any constitutional, statutory, or common-law privacy right of  
13 individuals or entities. Arum further objects to the Subpoena to the extent that it seeks  
14 information that is proprietary, confidential, trade secret, or within the scope of a confidentiality  
15 agreement, employment agreement, protective order or settlement agreement, or would otherwise  
16 require the consent of others prior to disclosure.

17       5. Arum objections to the Subpoena to the extent it is being used for any other  
18 improper purpose, such as to harass.

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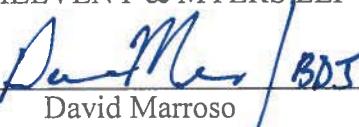
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Dated: April 25, 2017

22

O'MELVENY & MYERS LLP

23

By:   
David Marroso

24

Attorneys for Non-Party Robert Arum

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1                   **PROOF OF SERVICE BY FEDEX/OVERNIGHT DELIVERY**

2                   I am over the age of eighteen years and not a party to the within action. I  
3 am a resident of or employed in the county where the service described below occurred.  
4 My business address is 1999 Avenue of the Stars, 8<sup>th</sup> Floor, Los Angeles, California  
5 90067-6035. On April 25, 2017, I served the following:

6                   **NON-PARTY ROBERT ARUM'S OBJECTIONS TO**  
7                   **PLAINTIFFS' SUBPOENA TO TESTIFY AT A**  
8                   **DEPOSITION**

9 by putting a true and correct copy thereof together with an unsigned copy of this  
10 declaration, in a sealed envelope, with delivery fees paid or provided for, for delivery the  
next business day to:

11                   Robert C. Maysey  
12                   Warner Angle Hallam Jackson &  
13                   Formanek PLC  
14                   2555 E. Camelback Road  
15                   Suite 800  
16                   Phoenix, Arizona 85016

17 and by placing the envelope for collection today by the overnight courier in accordance  
18 with the firm's ordinary business practices. I am readily familiar with this firm's practice  
19 for collection and processing of overnight courier correspondence. In the ordinary course  
20 of business, such correspondence collected from me would be processed on the same day,  
21 with fees thereon fully prepaid, and deposited that day in a box or other facility regularly  
22 maintained by FedEx, which is an overnight carrier.

23                   I declare under penalty of perjury under the laws of State of California that  
24 the above is true and correct. Executed on April 25, 2017, at Los Angeles, California.

25                     
26                   Julia Fairfoot  
27

28

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2 dmarroso@omm.com  
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7 Facsimile: (310) 246-6779

8 Attorneys for Non-Party  
9 Top Rank, Inc.

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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

Cung Le, Nathan Quarry, Jon Fitch et al.  
Plaintiffs,  
v.  
Zuffa, LLC, d/b/a Ultimate Fighting  
Championship and UFC,  
Defendant.

Case No. 2:15-cv-01045-RFB-PAL  
Honorable Richard F. Boulware, II  
**NON-PARTY TOP RANK, INC.'S  
OBJECTIONS TO PLAINTIFFS'  
SUBPOENA TO PRODUCE DOCUMENTS**

1 Pursuant to Rules 26, 34, and 45 of the Federal Rules of Civil Procedure, Top Rank, Inc.  
 2 (“Top Rank”), a Non-party, hereby objects and responds to the Subpoena To Produce Documents,  
 3 Information, Or Objects Or To Permit Inspection Of Premises (the “Subpoena”) propounded by  
 4 Plaintiffs, dated February 2, 2017, as follows:

5 **PRELIMINARY STATEMENT**

6 Federal Rule of Civil Procedure 45 states that “[a] party or attorney responsible for issuing  
 7 and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on  
 8 a person subject to the subpoena.” FED. R. CIV. P. 45(d)(1). In determining whether a subpoena  
 9 imposes undue burden or expense, courts apply the classic “proportionality” standard which  
 10 balances the importance and relevance of the requested information against the scope of the  
 11 requests and whether the information is confidential or proprietary. *See Roberts v. Clark Crty.*  
 12 *Sch. Dist.*, 312 F.R.D. 594, 603 (D. Nev. 2016); *cf.* FED. R. CIV. P. 26 (party discovery must be  
 13 “proportional to the needs of the case, considering the importance of the issues at stake in the  
 14 action . . . the importance of the discovery in resolving the issues, and whether the burden or  
 15 expense of the proposed discovery outweighs its likely benefit”). Here, Plaintiffs seek to impose  
 16 a massive time-consuming and expensive burden on a non-party that runs its business in—*by*  
 17 *Plaintiffs' own admissions*—a wholly separate and distinct market.

18 Different Markets. Plaintiffs are professional mixed martial arts (“MMA”) fighters who  
 19 have fought in bouts promoted by Defendant, Zuffa d/b/a Ultimate Fighting Championship  
 20 (“UFC”). Top Rank is not a party to this action. Top Rank is a promoter in the boxing, not the  
 21 MMA, industry. Top Rank has never promoted an MMA event. Boxing and MMA are two  
 22 different sports, promoting them is two different businesses, and, importantly for purposes of  
 23 these objections, they are two completely different markets—according to Plaintiffs themselves.  
 24 For example, in their Complaint, Plaintiffs assert:

25 • “Combat sports such as boxing or those that are limited to a single martial art, such  
 26 as judo, are not adequate substitutes for live Elite Professional MMA.”  
 27 Consolidated Amended Antitrust Class Action Complaint ¶ 60.  
 28

- 1     • “Single discipline combat sports, such as boxing and kick-boxing, do not qualify  
2         as economic substitutes because they do not enjoy reasonable interchangeability of  
3         use and cross-elasticity of demand amongst the consuming audience.” *Id.*
- 4     • “Promotion of live Elite Professional MMA events is not reasonably  
5         interchangeable with promoting any other sport or entertainment, including boxing  
6         and/or kick-boxing. For instance, and on information and belief, raising the prices  
7         for live MMA events above competitive levels by a small but significant amount  
8         for a substantial period of time would not cause so many consumers to switch to  
9         other sporting events or entertainment options that such price inflation would be  
10         unprofitable. Moreover, dropping the price for attending or viewing any other  
11         sport relative to the price of attending or viewing an MMA event by a small but  
12         significant amount for a substantial period of time would not cause so many  
13         consumers to switch to the other sport that such relative price difference would be  
14         profitable for the non-MMA event.” *Id.* ¶ 62.
- 15     • “Athletes who have trained for, and now engage in, sports other than MMA,  
16         including professional boxing, and those who engage in a single martial art, such  
17         as judo, are not substitutes for Elite Professional MMA Fighters.” *Id.* ¶ 79.
- 18     • “[N]o material number of Elite Professional MMA Fighters could successfully  
19         transition to boxing sufficient to prevent a monopsonist in the market for Elite  
20         Professional MMA Fighter services from artificially suppressing Elite Professional  
21         MMA Fighter compensation below competitive levels by even a significant degree  
22         for a substantial period of time.” *Id.* ¶ 82.
- 23     • “Because other sports are not plausible alternatives for Elite Professional MMA  
24         Fighters, reducing the compensation of Elite Professional MMA Fighters below  
25         competitive levels by even a significant degree for a substantial period of time will  
26         not cause sufficient numbers of Elite Professional MMA Fighters to switch to  
27         other sports or professions to make the Elite Professional MMA Fighter  
28         compensation suppression unprofitable.” *Id.* ¶ 84

Sweeping Requests. Despite advancing the position that boxing and MMA are wholly different markets, Plaintiffs nevertheless served a sweeping document subpoena on non-party boxing promoter Top Rank seeking the production of years’ worth of the most confidential, highly sensitive commercial and proprietary information imaginable. From Top Rank, Plaintiffs demand all documents during the “Relevant Period”—more than five years—relating to Top Rank’s “income statements,” accounting of revenues, expenses, and profits for boxing events it promotes, documents showing all payments Top Rank has made to boxers its promotes, and Top Rank’s agreements with boxers under Top Rank’s exclusive promotional control as well as all documents related to the negotiation of such agreements. In other words, Plaintiffs demand Top

1 Rank's "secret sauce"—how do you do what you do, how much do you charge your vendors, and  
 2 how much do you pay your talent. Obviously, Top Rank has a powerful privacy interest in  
 3 protecting this information.

4 Furthermore, collecting and organizing that mass of information would be a gargantuan  
 5 task. Top Rank currently promotes over 60 boxers and has promoted well over 100 boxers during  
 6 Plaintiffs' "Relevant Time Period." Top Rank has agreements and relationships with multiple  
 7 domestic and international broadcasters and with venues around the globe. On average, Top  
 8 Rank promotes approximately 30 events per year, each with five or six matches per event. Over  
 9 the Relevant Time Period, then, Plaintiffs seek from a non-party in an unrelated and separate  
 10 market highly confidential and sensitive "profit and loss statements," proof of payment, revenue  
 11 ledgers for approximately 150 events and over 500 individual matches. The burden is  
 12 extraordinary.

13 Attempt to Compromise. In an effort to avoid embroiling the court in a potentially  
 14 wasteful dispute, on April 4, 2017, Top Rank offered to provide: (1) the gross revenue generated  
 15 from one event promoted by Top Rank in each of 2013, 2014, 2015, and 2016; and (2) the bout  
 16 agreement for each fighter from the event that was filed with each State's boxing/athletic  
 17 commission. Plaintiffs rejected this offer with no explanation other than they want more.

18 Top Rank, accordingly, asserts these responses and objections. These responses are made  
 19 subject to, and without in any way waiving or intending to waive, any future objections as to  
 20 competency, relevance, materiality, privilege, or admissibility. No incidental or implied  
 21 admissions are intended by these responses. The fact that Top Rank objects to the Subpoena or  
 22 any particular request described therein is not intended and shall not be construed as an admission  
 23 that Top Rank accepts or admits the existence of any facts or legal contentions set forth or  
 24 assumed by said request, or that any of said objections constitute admissible evidence.

25 Top Rank makes these responses based solely on information that is presently available  
 26 and specifically known to Top Rank. Top Rank expressly reserves the right to amend or  
 27 supplement these responses at any time. Top Rank also makes these responses without waiving,  
 28 or intending to waive, its right to seek a protective order or file a motion to quash the Subpoena to

1 which these responses and objections are addressed.

## GENERAL OBJECTIONS

3 The following general objections and statements apply to each of the particular Requests  
4 propounded by Plaintiffs and are hereby incorporated within each response set forth below:

5 1. Top Rank objects to the Subpoena to the extent that it purports to impose  
6 obligations or burdens different from, or in excess of, those set forth in the Federal Rules of Civil  
7 Procedure or applicable local rules.

8 2. Top Rank objects to the Subpoena to the extent that it seeks documents and  
9 information that are protected from disclosure by the attorney-client privilege, the attorney work  
10 product doctrine, the common legal interest doctrine, or similar privileges or protections. Top  
11 Rank does not waive, and hereby asserts and preserves, all such applicable privileges and  
12 protections. Top Rank also objects to the Subpoena to the extent that it seeks disclosure of  
13 documents and information where such disclosure would violate any constitutional, statutory, or  
14 common-law privacy right of individuals or entities. Top Rank further objects to the Subpoena to  
15 the extent that it seeks documents and information that are proprietary, confidential, trade secret,  
16 or within the scope of a confidentiality agreement, employment agreement, protective order or  
17 settlement agreement, or would otherwise require the consent of others prior to disclosure.

18 3. Top Rank objects to the Subpoena to the extent that its defined terms, instructions,  
19 and requests for production (i) are unclear, ambiguous, subject to multiple interpretations,  
20 overbroad, or unduly burdensome; (ii) are inconsistent with the ordinary and customary meaning  
21 of the words or phrases they purport to define; (iii) seek to expand the obligations of the  
22 subpoenaed entity beyond those imposed by law; (iv) include assertions of purported fact that are  
23 inaccurate or at the very least are disputed by the parties to this action; or (v) incorporate other  
24 purported defined terms that suffer from such defects. In objecting to the Subpoena, Top Rank  
25 will employ what it regards as the reasonable, commonsense interpretation of the Subpoena in  
26 light of the relevant issues in the case.

27 4. Top Rank objects to the Subpoena to the extent that it seeks documents and  
28 information that are not relevant, beyond the scope of permissible discovery, or not reasonably

calculated to lead to the discovery of admissible evidence.

5. Top Rank objects to the Subpoena to the extent it seeks documents and information that are outside of its possession, custody, or control.

6. Top Rank objects to the Subpoena to the extent it seeks documents and information that are publicly available, or that are obtainable from some other source that is more convenient, less burdensome or less expensive.

7. Each of the above General Objections is incorporated into each Specific Objection set forth below unless specifically stated otherwise.

## SPECIFIC REONSES AND OBJECTIONS TO REQUESTS FOR PRODUCTION

**REQUEST NO. 1:**

Your Company's Income Statements, including event-level profit and loss statements for the Relevant Time Period, including without limitation All Documents, including depositions, declarations, affidavits, or other statements under oath, You produced in any lawsuits or arbitrations, or to any governing athletic commission or sanctioning body, relating to TOP RANK's accounting of its revenues, expenses, and profits.

**RESPONSE TO REQUEST NO. 1:**

Top Rank incorporates by reference each of the above-stated General Objections as if fully set forth herein. Top Rank further objects to this request on the grounds that it (a) is not relevant to any claim or defense in the underlying litigation, nor reasonably calculated to lead to the discovery of admissible evidence; (b) is overbroad and unduly burdensome in seeking Top Rank's, a non-party's, income statements, including all documents relating to Top Rank's accounting of its revenues, expenses, and profits without regard to whether such documents are relevant to the underlying litigation; (c) seeks documents protected from discovery by the attorney-client privilege, attorney work product doctrine, and/or common legal interest doctrine; (d) seeks confidential, proprietary business information of Top Rank; (e) seeks sensitive financial documents protected by the right to privacy; (f) seeks documents that are equally available to Plaintiffs; and (g) is harassing and oppressive in seeking all documents dating back to January 1, 2005 through the present.

Prior to serving these Objections, Top Rank sought to meet and confer with Plaintiffs to address how this request could be limited and/or clarified to address the objections. Plaintiffs rejected Top Rank's proposed compromise.

**REQUEST NO. 2**

Data in as granular form as it is maintained (itemized ledger entries, if they exist) sufficient to show all bout-related revenues and expenses (including for championship bouts, bouts where victory leads to championship, and all other Professional Boxing Events), payments made to individual Professional Boxers (including purses, bonuses, pay-per view, and any other event and non-event related payments), and non-bout related revenues and expenses.

**RESPONSE TO REQUEST NO. 2:**

Top Rank incorporates by reference each of the above-stated General Objections as if fully set forth herein. Top Rank further objects to this request on the grounds that it (a) is not relevant to any claim or defense in the underlying litigation, nor reasonably calculated to lead to the discovery of admissible evidence; (b) is overbroad and unduly burdensome in seeking data sufficient to show all bout-related revenues and expenses, payments made to individual professional boxers, and non-bout related revenues and expenses without regard to whether such documents are relevant to the underlying litigation; (c) seeks documents protected from discovery by the attorney-client privilege, attorney work product doctrine, and/or common legal interest doctrine; (d) seeks confidential, proprietary business information of Top Rank; (e) seeks sensitive financial documents protected by the right to privacy; (f) seeks documents that are equally available to Plaintiffs; and (g) is harassing and oppressive in seeking all documents dating back to January 1, 2005 through the present.

Prior to serving these Objections, Top Rank sought to meet and confer with Plaintiffs to address how this request could be limited and/or clarified to address the objections. Plaintiffs rejected Top Rank's proposed compromise.

**REQUEST NO. 3**

To the extent not included in Your response to Request Nos. 1 and 2 above, documents sufficient to substantiate Bob Arum's statement that TOP RANK pays 80% of event revenue to

1 the Professional Boxers who participate in bouts promoted by TOP RANK, as set forth in the  
 2 following article: <http://www.mmamania.com/2011/9/23/2444228/bob-arum-fires-back-at-danawhite-ufc-fighters-get-paid-nothing>.

4 **RESPONSE TO REQUEST NO. 3**

5 Top Rank incorporates by reference each of the above-stated General Objections as if  
 6 fully set forth herein. Top Rank further objects to this request on the grounds that it (a) is not  
 7 relevant to any claim or defense in the underlying litigation, nor reasonably calculated to lead to  
 8 the discovery of admissible evidence; (b) is overbroad and unduly burdensome in seeking  
 9 documents sufficient to substantiate Bob Arum's statement without regard to whether such  
 10 documents are relevant to the underlying litigation; (c) seeks documents protected from discovery  
 11 by the attorney-client privilege, attorney work product doctrine, and/or common legal interest  
 12 doctrine; (d) seeks confidential, proprietary business information of Top Rank; (e) seeks sensitive  
 13 financial documents protected by the right to privacy; (f) seeks documents that are equally  
 14 available to Plaintiffs; and (g) is harassing and oppressive in seeking all documents dating back to  
 15 January 1, 2005 through the present.

16 Prior to serving these Objections, Top Rank sought to meet and confer with Plaintiffs to  
 17 address how this request could be limited and/or clarified to address the objections. Plaintiffs  
 18 rejected Top Rank's proposed compromise.

19 **REQUEST NO. 4**

20 A Representative Sample of All Agreements between TOP RANK and any Boxers,  
 21 relating to participation in a Professional Boxing Fight or Professional Boxing Event, and any  
 22 Documents and Communications relating to the negotiation, termination, cancellation or transfer  
 23 thereof. Responsive Documents include, without limitation, executed Agreements, draft  
 24 Agreements, side letters, all negotiations between TOP RANK and any Boxer, including any  
 25 Professional Boxer, or their agents, managers, promoters, or other representatives (regardless of  
 26 whether such negotiations resulted in an executed Agreement), copies of any form agreements;  
 27 and all Documents relating to the effects any such actual or potential Agreements between TOP  
 28 RANK and any Athlete, including any professional Boxer, had on TOP RANK's revenues,

1 valuation, or ability to operate profitably as a Boxing Promoter.

2 **RESPONSE TO REQUEST NO. 4**

3 Top Rank incorporates by reference each of the above-stated General Objections as if  
 4 fully set forth herein. Top Rank further objects to this request on the grounds that it (a) is not  
 5 relevant to any claim or defense in the underlying litigation, nor reasonably calculated to lead to  
 6 the discovery of admissible evidence; (b) is overbroad and unduly burdensome in seeking a  
 7 sample of all agreement between Top Rank and any boxers relating to participation in a  
 8 professional boxing fight or professional boxing event, and any documents and communications  
 9 relating to the negotiation, termination, cancellation or transfer thereof without regard to whether  
 10 such documents are relevant to the underlying litigation; (c) seeks documents protected from  
 11 discovery by the attorney-client privilege, attorney work product doctrine, and/or common legal  
 12 interest doctrine; (d) seeks confidential, proprietary business information of Top Rank; (e) seeks  
 13 sensitive financial documents protected by the right to privacy; (f) seeks documents that are  
 14 equally available to Plaintiffs; and (g) is harassing and oppressive in seeking all documents dating  
 15 back to January 1, 2005 through the present.

16 Prior to serving these Objections, Top Rank sought to meet and confer with Plaintiffs to  
 17 address how this request could be limited and/or clarified to address the objections. Plaintiffs  
 18 rejected Top Rank's proposed compromise.

19 Dated: April 25, 2017

O'MELVENY & MYERS LLP

20 By:   
David Marroso

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22 Attorneys for Non-Party Top Rank, Inc.  
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1                   **PROOF OF SERVICE BY FEDEX/OVERNIGHT DELIVERY**

2                   I am over the age of eighteen years and not a party to the within action. I  
3                   am a resident of or employed in the county where the service described below occurred.  
4                   My business address is 1999 Avenue of the Stars, 8<sup>th</sup> Floor, Los Angeles, California  
5                   90067-6035. On April 25, 2017, I served the following:

6                   **NON-PARTY TOP RANK, INC.'S OBJECTIONS TO**  
7                   **PLAINTIFFS' SUBPOENA TO PRODUCE**  
8                   **DOCUMENTS**

9                   by putting a true and correct copy thereof together with an unsigned copy of this  
10                  declaration, in a sealed envelope, with delivery fees paid or provided for, for delivery the  
11                  next business day to:

12                  Robert C. Maysey  
13                  Warner Angle Hallam Jackson &  
14                  Formanek PLC  
15                  2555 E. Camelback Road  
16                  Suite 800  
17                  Phoenix, Arizona 85016

18                  and by placing the envelope for collection today by the overnight courier in accordance  
19                  with the firm's ordinary business practices. I am readily familiar with this firm's practice  
20                  for collection and processing of overnight courier correspondence. In the ordinary course  
21                  of business, such correspondence collected from me would be processed on the same day,  
22                  with fees thereon fully prepaid, and deposited that day in a box or other facility regularly  
23                  maintained by FedEx, which is an overnight carrier.

24                  I declare under penalty of perjury under the laws of State of California that  
25                  the above is true and correct. Executed on April 25, 2017, at Los Angeles, California.

26                    
27                  Julia Fairfoot